



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2720-2X 1

EFFECTIVE BEGIN DATE: 09-01-2005
EXPIRATION DATE: 08-31-2006
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BUYER :

PAYMENT TERMS (%): DAYS:

VENDOR:

Best Brands Inc
1765 Yankee Doodle Rd

Saint Paul, MN 55121
USA

VENDOR CONTACT:

No Contact Specified

PHONE: 515 999-9999

EXT:

EMAIL:

VENDOR #: 41096768100

DESCRIPTION OF ITEMS CONTRACTED

Bakery Mixes & Products

Contract to provide Bakery Mixes and Products pursuant to the specifications, terms and conditions of Sealed Bid No. BD50500S347 dated June 16, 2005, that is on file with the Department of Administrative Services, General Services Enterprise - Purchasing, Hoover State Office Building, Level A, Des Moines, Iowa 50319-0105.

For contract info, contact Ted Skwarczek, 708-598-4133 or 1-800-328-2068 ext. 630

RENEWAL PERIODS REMAINING

1 Years

1 Years

THRESHOLDS

MINIMUM ORDER AMOUNT: \$350.00

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
1	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Dry Bread Mix - Add yeast & water #5777-02 white bread, packed in 40 lb. bag	\$16.320000
2	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Dry Bread Mix - Add yeast & water #5268-77 Rye Bread (light rye) packed in 50 lb. bag	\$19.300000
3	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Dry Bread Mix - Add yeast & water #5056-77 Pumpernickel - Packed in 50 lb. bag	\$20.050000
4	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Dry Bread Mix - Add yeast & water #5780-03 Honey Wheat - Packed in 50 lb. bag	\$19.750000
5	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Dry Bread Mix - Add yeast & water #5065-77, Granola - Packed in 50 lb. bag	\$19.950000
6	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Dry Bread Mix - Add yeast & water #5067-77, 7-Grain - Packed in 50 lb. bag	\$20.250000
7	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Dry Bread Mix - Add yeast & water #5064-03, Danish and Sweet Dough Mix - Packed in 50 lb. bags	\$24.400000
8	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Dry Bread Mix - Add yeast & water #5042-25 - 60 lb. cube white bread concentrate. Concentrate for the manufacturer of bread rolls. Need to add only flour, water and yeast. Use 15 lbs. concentrate per 100 lbs. flour	\$33.900000
9	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Doughnut Mixes #5487-03 -#1 Appalo nutmet flavor doughnut mix, 50 lb. bag. Add water only. Deep fat fry	\$22.000000
10	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Doughnut Mixes #5488-03 - #2 Appalo Vanilla Flavor Doughnut Mix, 50 lb. bag, add water only. Deep fat fry	\$21.000000
11	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Doughnut Mixes #5900-03 - Tender glazed yeast raised doughnut mix, 50 lb. bag, add water and yeast only. Deep fat fry	\$16.750000
12	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted #5199-77 White Cake Mix - Packed in 50 lb. bags	\$32.000000
13	0.00000	BAG	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted	\$30.250000



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14	0.00000	BAG	#5230-77 Yellow Cake Mix - Packed in 50 lb. bags 39346	\$32.600000
15	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add Water only except where noted) #5222-77 Devils Food Cake - Packed in 50 lb. bags 39346	\$34.000000
16	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted) #5685-03 Spice Cake Mix - Packed in 50 lb. bags 39346	\$32.500000
17	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted) #5185-77 Best Brownie Mix - Packed in 50 lb. bags 39346	\$34.500000
18	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted) #5002-77 Carrot Cake Mix - Packed in 50 lb. bags 39346	\$49.100000
19	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted) #5412-03 Angel Food Cake Mix - Packed in 50 lb. bags 39346	\$27.000000
20	0.00000	CASE	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted) #5165-03 Cream Cake Mix - Add oil, eggs and water - Packed in 50 lb. bags 39346	\$71.600000
21	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted) #7410-68 Cheese Cake Mix - Packed in 6/4 lb. bags/case 39346	\$29.500000
22	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Cake Mixes and Pie Crust - Add water only except where noted) #5231-03 Pound Cake Mix - Packed in 50 lb. bags 39346	\$24.000000
23	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Muffin Mixes and Biscuit Mix - Add water only) #5039-77 Basic Muffin Mix (used for a variety of muffins) Packed in 50 lb. bags 39346	\$39.750000
24	0.00000	BAG	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Muffin Mixes and Biscuit Mix - Add water only) #5478-03 Corn Muffin and Bread Mix - Packed in 50 lb. bags 39346	\$25.500000
25	0.00000	PAIL	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Muffin Mixes and Biscuit Mix - Add water only) #5444-77 Southern Biscuit Mix (add water, milk or buttermilk) - Packed in 50 lb. bags 39346	\$19.500000
26	0.00000	PAIL	Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Icings - Ready To Use) #5240-07 Perfection Creme (Buttercream) Icing - 25 lb. pail 39346	\$29.900000
			Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Icings - Ready To Use) #5531-02 Spread N Shine (fudge type) chocolate - Packed in 40 lb. pail	



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27	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Icings - Ready To Use #5542-02 Sno-White Sweet Roll Icing - Packed in 40 lb. pail	\$28.800000
28	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit-O-Flavor and color for icings and cake batter- Add 1 oz. fruit to 2 lb. icing or batter #5176-13 lemon Fruit-O - Packed in 10 lb. pail	\$12.400000
29	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit-O-Flavor and color for icings and cake batter. Add 1 oz. Fruit-O to 2 lb. icing or batter. #5178-13 Cherry Fruit-O - Packed in 10 lb. pail	\$12.400000
30	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit-O-Flavor and color for icings and cake batter. Add 1 oz. Fruit-O to 2 lb. icing or batter. #5179-13 Orange Fruit-O - Packed in 10 lb. pail	\$12.400000
31	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frit-O-Flavor and color for icings and cake batter. Add 1 oz. Fruit-O to 2 lb. icing or batter #5179-13 Pineapple Fruit-O - Packed in 10 lb. pail	\$12.400000
32	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit-O-Flavor and color for icings and cake batter. Add 1 oz. Fruit-O to 2 lb. icing or batter #5182-13 Banana Fruit-O - Packed in 10 lb. pail	\$12.400000
33	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit-O-Flavor and color for icings and cake batter. Add 1 oz. Fruit-O t 2 lb. icing or batter. Packed in 10 lb. pail	\$25.920000
34	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit Pie Fillings (whole pieces fruit) - Ready to Use #5114-33 Apple Pie Filling - Packed in 36 lb. pail	\$36.800000
35	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit Pie Fillings (whole pieces fruit) ready to use #5116-02 Cherry Pie Filling - Packed in 40 lb. pail	\$36.100000
36	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit Pie Fillings (whole pieces fruit) Ready to use #5118-19 Strawberry Pie Filling - Paqcked in a 38 lb. pail	\$42.000000
37	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Fruit Pie Fillings (whole pieces fruit) Ready to Use #5115-02 Blueberry Pie Filling - Packed in a 40 lb. pail	\$19.900000
38	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Danish fruit topping and Filling - Contains small pieces of fruit in a starch base. To be used for danish and rolls as a filling or toppin on frozen sweet rolls - Ready to Serve #5112-19 Apple Danish Filling - Packed in 38 lb. pail	



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39	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Danish fruit topping and filling - Contains small pieces of fruit in a starch base. To be used for danish and rolls as a filling or topping on frozen sweet rolls - Ready to Serve #5085-02 Cherry Danish Filling - Packed in a 40 lb. Pail	\$26.600000
40	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Danish Fruit Topping and Filling - Contains small pieces of fruit in a starch base. To be used for danish and rolls as a filling or topping on frozen sweet rolls - Ready to Serve #5144-02 Strawberry Danish Filling - Packed in 40 lb. pail	\$22.600000
41	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Danish fruit topping and filling - Contains small pieces of fruit in a starch base. To be used for danish and rolls as a filling or topping on frozen sweet rolls - Ready to Serve #5082-02 Blueberry Danish Filling - Packed in 40 lb. pail	\$26.400000
42	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Danish fruit topping and filling - Contains small pieces of fruit in a starch base. To be used for danish and rolls as a filling or topping on frozen sweet rolls - Ready to Serve #5092-02 Pineapple danish filling - Packed in 40 lb. pail	\$25.150000
43	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Danish fruit topping and filling - Contains small pieces of fruit in a starch base. To be used for danish and rolls as a filling or topping on frozen sweet rolls - Ready to Serve #5081-02 Bavarian Creme Filling - Packed in 40 lb. pail	\$16.800000
44	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen raw cookie variety - Pan and bake - 1.5 oz. cookie drop #1042-01 frozen chocolate chip cookie dough - Packed 216 1.5 oz. cookies per case	\$23.660000
45	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen raw cookie variety - Pan and bake 1.5 oz. cookie drop #1045-01 frozen oatmeal raisin cookie dough - Packed 215 1.5 oz. cookies per case	\$23.000000
46	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen raw cookie variety - Pan and bake 1.5 oz. cookie drop #1046-01 frozen peanut butter cookie dough - Packed 216 1.5 oz. cookies per case	\$24.200000
47	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen raw cookie variety - pan and bake 1.5 oz. cookie drop #1047-01 frozen peanut butter choc. chip cookie dough. Packed 216 1.5 oz. cookies per case	\$24.500000
48	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen Raw Cookie Variety - Pan and Bake 1.5 oz. cookie Drop #1044-01 Frozen M & M Choc. Chip cookie dough. Packed 216 1.5 oz. cookies per case	\$26.250000
49	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen raw cookie variety - Pan and Bake 1.5 oz. cookie drops #1056-01 frozen choc. choc. chip cookie dough - Packed 216 1.5 oz. cookies per case	\$25.000000



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50	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen Raw Cookie Variety - Pan and Bake 1.5 oz. cookie drop #1043-01 frozen custom sugar cookie dough - Packed 216 1.5 oz. cookies per case	\$21.750000
51	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen Raw Cookie Variety - Pan and Bake 1.5 oz. Cookie Drop #1029-01 frozen chocolate chunk custom cookie dough - Packed 216 1.5 oz. cookies per case	\$25.750000
52	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen Raw Cookie Variety - Pan and Bake 1.5 oz. Cookie Drop #1048-01 frozen Reese's Peanut Butter Cookie Dough - Packed 216 1.5 oz. cookies per case	\$26.900000
53	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen Raw Cookie Variety - Pan and Bake 1.5 oz. Cookie Drop #1049-01 Frozen White Chip Choc. Fudge Cookie Dough - Packed 215 1.5 oz. cookies per case	\$25.500000
54	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen Raw Cookie Variety - Pan and Bake 1.5 oz. Cookie Drop #1054-01 Frozen Choc. Chip Pecan Cookie Dough - Packed 216 1.5 oz. cookies per case	\$27.800000
55	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Raw Frozen Danish Dough - Pan, proof and bake #1505-03 Froaen large cinnamon roll, pan, proof and bake. Packed 168/2.5 oz. per case	\$20.350000
56	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen baked full sheet cakes - Thaw, ice and serve. Approximately 60 3 x 3 servings per cake. #5160-62 Frozen marble sheet cake "tray" 3 per case	\$34.000000
57	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen baked full sheet cakes - Thaw, ice and serve. Approximately 60 3 x 3 servings per cake #5161-61 frozen white sheet cake "tray" 3 per case	\$34.000000
58	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen baked full sheet cakes - Thaw, ice and serve. Aproximately 60 3 x 3 servings per cake #5162-60 frozen chocolate sheet cake "tray" 3 per case	\$34.000000
59	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, Frozen baked full sheet cakes - Thaw, ice and serve. Approximately 60 3 x 3 servings per cake #5500-66 frozen yellow sheet cake "tray" 3 per case	\$34.000000
60	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Froaen Muffin Batter, Ready to Use Scoop, Pan and Bake #5925-67 Country carrot muffin batter - Packed in 18 lb. tin	\$24.000000
61	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Muffin Batter, Ready to Use Scoop, Pan and Bake #5907-67 Banana Nut Muffin Batter - Packed in 18 lb. tin	\$21.100000



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62	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Muffin Batter, Ready to Use Scoop, Pan and Bake #5905-67 Raisin Bran Muffin Batter - Packed in 18 lb. tin	\$20.250000
63	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Muffin Batter, Ready to Use Scoop, Pan and Bake #5906-67 Apple Cinnamon Pecan Muffin Batter - Packed in 18 lb. tub	\$22.000000
64	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Muffin Batter, Ready to Use Scoop, Pan and Bake #5903-67 Blueberry Muffin Batter - Packed in 18 lb. tub	\$21.300000
65	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Muffin Batter, Ready to Use Scoop, Pan and Bake #5939-67 Banana Choc. Chip Muffin Batter - Packed in 18 lb. tub	\$21.300000
66	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Muffin Batter, Ready to Use Scoop, Pan and Bake #5992-67 Fat-Free Bran Muffin Batter - Packed in 18 lb. tub	\$25.800000
67	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Muffin Batter, Ready to Use Scoop, Pan and Bake #5993-67 Fat free blueberry muffin batter - Packed in 18 lb. tubes	\$25.000000
68	0.00000	PAIL	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Muffin Batter, Ready to Use Scoop, Pan and Bake #5990-67 Fat Free Fruit and Carrot Muffin Batter - Packed in 18 lb. tub	\$25.000000
69	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Bread Rolls and Dinner Rolls Raw - Pan, Proof and Bake #1300-01 hard roll white - Packed 288 1.5 oz. per case	\$18.500000
70	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Bread Rools and Dinner Rolls Raw - Pan, Proof and Bake #1300-02 Hard Roll White - Packed 216 2oz. per case	\$18.900000
71	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, B/B Frozen Bread Rolls and Dinner Rolls Raw - Pan, Proof and Bake #1306-02 Potato Dinner Rolls - Packed 288 1.5 oz. per case	\$21.000000
72	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, #0001-89 plain cake doughnut - Packed 120 1.5 oz. per case	\$18.700000
73	0.00000	CASE	39346 Desserts: Packaged, Canned, and Mixes (Includes Cake Mixes, #0001-84 Chocolate cake doughnuts - Packed 96 2oz. per case	\$20.480000



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal no. _____ [or bid no. _____] and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State of the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.